

1890-026 Chancery Cause: Alpha Parrott vs. V. H. Kelley &c
Lee Co.

Barron, Morgan, Duncan

CA-Debt
T-Property

-Deed

1

To the Honorable H. S. H. Morrison Judge of the
Circuit Court of Lee County Virginia

Humly complaining your oratrix
Alpha Parratt would respectfully show to your
Honor that on the 17th day of May 1879. she sold
to one V. H. Kelly a tract of land situated on the North Fork
of Powell's River about 9 miles North East of Jonesville at
the price of \$1500.⁰⁰. The land thus sold is that part of the
tract of land descended to her from her father John F.
Pennington deceased lying outside of the dower which
had before that been assigned to her mother, the widow
of the said John F. Pennington. At the time of said sale
~~she executed~~ a title bond to the said Kelly, which bond
is here filed as part hereof marked "Little Bond" and at
the same time the said Kelly executed to her three notes
for \$500.⁰⁰ each. The first of these notes was fully paid
the two last one of which became due and payable on
the 15th day of Nov 1880 & the other on the 15th day of Nov
1881. and both bearing interest from the said 17th day
of May 1879. are not yet fully paid. But various
payments were made on them reducing the same
to a balance of \$670.83. as of the 4th day of November 1882,
as will fully appear by reference to a calculation then
made by Judge Henry J. Morgan a copy of which, said
notes now being lost or mislaid, is here filed marked
"Morgan's Calculation" which is prayed to be treated as
part of this bill. In this calculation all the credits
known to your oratrix are given.

Your oratrix will now show your Honor that about
this time the said Kelly became embarrassed fi
nancially and one or more suits was instituted
against him. And on the 5th day of February 1883 he
executed a deed of Trust to H. J. Morgan Trustee on

a part of the land sold to him by your oratrix to secure
 the payment of a large number of debts due as he claim-
 ed to various creditors and among other debts thus secur-
 ed he mentions the debt due your oratrix and fixes the
 amount thereof at \$600.⁰⁰ or \$800.⁰⁰ This debt being for
 a part of the purchase price of said land was of course
 to be first paid, At this time the legal title to said land
 was in your oratrix and her husband D.C. Porritt,
 but from the operation of said trust deed the said Kelly
 reserved, some 35 or 40 acres which he alleges he had
 before that sold to his son one James H. Kelly, but which
 was not paid for and in said trust deed he assigns
 or attempts to assign to said Morgan as trustee the
 balance due him as he claims to wit the sum of \$400.⁰⁰
 from said James H. Kelly. All of which will more fully
 appear by reference to said deed of trust a copy of
 which marked "Trust Deed" is heretofore filed as part hereof.
 Your oratrix will now show your Honor that the said Kelly
 still failing to pay her the balance due on said land, she
 about the beginning of the year 1885 directed the said
 Morgan as trustee to sell said land, but before sale was
 made the said Kelly on the 7th day of March ¹⁸⁸⁵ filed
 his bill of injunction restraining and enjoining said
 sale alleging that a part of the land sold him by your
 oratrix was adversely held by parties claiming the same
 under titles paramount to her title, This suit being
 until the 10th day of August 1887, when a decree was
 entered perpetuating said injunction as to the sum of
 \$110.⁰⁰ with interest from the 17th day of May 1889, and
 dissolving said injunction as to the residue. The effect
 of this decree as your oratrix is informed is to give to the
 said Kelly as of said 10th day August 1887 an obligation
 for the sum of \$110.⁰⁰ with legal interest thereon from

The 17th day of May 1879, all of which will more fully and at large appear by reference to said voluminous cause of T. H. Kelly vs Alpha Parrott et al the papers of which will remain on file in the Clerk's office of your Honor's Court to which reference is respectfully here made,

Your oratrix will now show your Honor that after the rendition of said decree she had the said Morgan as Trustee to again advertise said land for sale, and on the 20th day of December 1887, he sold all of said land embraced in said Trust deed being the whole of the land sold by your Oratrix to said Kelly except the 35 or 40 acres sold as alleged to the said James H. Kelly, and at this sale M. O. Richmond became the purchaser at the price of \$520.00 which after deducting commissions and fee for recording deed left the net sum of \$498.85 to be applied as a credit on your Oratrix's debt, all of which will fully appear by reference to Judge Morgan's statement heretofore filed and moved "Trust sale" and prayed to be treated as part of this bill.

Your oratrix will now show your Honor that on the day of said sale and before the same was made, she in order to vest a good and perfect title in the purchaser of said land made and executed a deed by which she conveyed to the said Morgan the legal title to all the land sold by her to said Kelly, but she expressly provided in said deed that it was not to be delivered as an executed contract complete until she received the balance of the purchase money due her. Thereon, all of which will fully appear by reference to said deed which is heretofore filed moved "Henry J. Morgan from Alpha Parrott, Deed" which is asked to be treated as part hereof.

Your orator will now show your Honor that after words to wit on the day of 188 the said

4

Richmond having fully paid for said land the said
Morgan as trustee conveyed the same to him making
in said last mentioned deed a like reservation of
35 or 40 acres. as was made in the trust deed ex-
ecuted by the said Kelly to him, which will also fully
appear by reference to said deed a copy of which is
filed herewith as part hereof moved "Richmond Deed"
Your oratrix will now further show your Honor that she
is advised that by the terms of said deed, from her to
Morgan dated Decr 20th 1887. she vested him with the
legal title to the whole of the land sold by her to Kelly but
by the provision annexed thereto that "This conveyance
is not to be deemed as an executed contract com-
plete until the said Alfred Parrott shall receive the
balance of the purchase money due her thereon" is taken
amount to a retention of a vendor's lien on said land or
if not that, then that it is a mortgage, by which she
vested the said Morgan with the legal title to hold
in trust for her, until she should receive the full amount
of the purchase money due her, and that the true state
of the matter now is that the said Morgan holds
the legal title to said 35 or 40 acres, that said Kelly holds
the equitable title thereto subject however to the balance
still due her on said land.

Your oratrix will now show your Honor that there
is still due on said purchase price of said
land the sum of \$244.08. as of the 20th day
of December 1887. the date of said sale under
said trust deed as will more fully appear
by reference to a statement of said note with
the credits deducted here filed as part hereof
moved "Calculation".

As before referred to the said V H Kelly reserved

From the operation of said deed some 35 or 40
 acres of said land alleging that the same had
 been sold by him to his son James H. Kelly. Of
 this sale your Oratrix knows nothing whatever
 nor does she know when it was made or the
 terms thereof. She is likewise ignorant of the
 location and boundaries of said land, but
 she is advised that no arrangement made
 by and between the said Kelly and his son can
 defeat her in the collection of her money. She is
 further advised that said sale is not in writ-
 ting and not having been fully executed by the
 said James H. Kelly cannot now be enforced.
 She is further advised that it is as stated in
 said deed of trust too indefinite to be executed.
 Your oratrix is induced to make these state-
 ments from the fact that she is informed that
 suits are now pending, in your honore Court
 one instituted by M. D. Reshman and another
 by Wm. Pennington and still another by W. H.
 Barron. The object of each of which as
 she is informed is to subject said piece of
 land to sale, the said Reshman seeking to
 sell it as the lands of V. H. Kelly and the said
 Pennington & Barron seeking to sell it as
 the land of James H. Kelly.

Your oratrix is informed by the said Morgan that
 he is ready and willing to convey said 35 or 40
 acres of land to the said Kelly or to any person to
 whom he or the Court shall direct it to be con-
 veyed, and to that end she asks that said Kelly
 be compelled to furnish the said Morgan with
 a correct description of said land so that he

may at once convey the same.

Now the object of this suit is to have specific execution of the contract made between the said Kelly and your brother on the 17th day of May 1879 to collect the balance due her on the purchase price of the said land with its interest, to vest the legal title of the 35 or 40 acres in the said Kelly or his assignee or vendee, or the proper person in the opinion of the Court in whom it should be vested, and she will here state that she has been informed that one W. N. G. Barron a son in law of said Kelly is living on said land claiming it by some kind of arrangement with the said W. H. or James H. Kelly, but the nature of said claim she does not know.

And to effect the object of said suit she prays that the said W. H. Kelly James H. Kelly Wm N. G. Barron & W. J. Morgan be made the parties defendant to this bill that they each be required to answer the same on oath, that the said W. H. Kelly answer state all about the sale made by him to his son, James H. Kelly when it was made where made, and how old the said James H. Kelly was when said sale was made, how much he paid on it how he paid and what he paid it in, whether the said contract was in writing or not, and if in writing to file said writing with said answer, and he will also ^{make} answer to all other allegations of said bill. The said James H. Kelly will also answer fully all about said Trade between him and his father as specifically as the said W. H. Kelly is required to answer the same

1 the said W. N. & Barron is required to answer
2 what claim if any he has upon said land
3 The said Morgan will please answer and state
4 all he may know about said transaction, why
5 the legal title of all of said tract was conveyed
6 to him, how ~~and~~ for what purpose he holds the
7 same and whether or not he is ready and wil-
8 ling to convey the legal title to said \$5 ~~debt~~ ^{debt} ~~as~~
9 ~~as soon as the balance of the purchase money~~
10 ~~due thereon,~~ ^{is paid} to any person to whom he shall be directed
11 to ~~pay~~ ^{convey} the same, and if so to file a deed therefor with
12 his answer to be delivered as soon as the same is paid
13 That order of publication be made against James H
14 Kelly who is not a resident of the State of Virginia
15 That upon a final hearing that said Kelly be com-
16 pelled to pay her the balance due her on said
17 tract of land and failing to do so that said
18 land be sold and the proceeds thereof be applied
19 to the payment of her debt, and for full general
20 relief May ~~the~~ ^{the} issue &c.

21 Swell & Dunsen & Mathews
22 Attys for Complainant.
23
24
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30
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32
33

C 10.63
 S 1.00
 Curr. 5.00
 Pr. 5.00
 A 15.00
 \$36.63

Alpha Parrott

76 Orig Pub

J H Sully et al

July 2nd July Rules Bill
 filed. Sp. Ed. to D. W.
 vs home drafts, order
 sub. + cont'd
 " 1st Aug Rules Cont'd.
 " 2nd Aug Rules, D. W. Conf.
 order sub completed and
 cause set for hearing.
 " Sept Continued
 " Decr. Decree + continued
 810 March, Sept continued
 " Decr. decree final.

To the Hon. H. S. K. Morison Judge
of the Circuit Court of Lee
County Va.

The ^{Demander} Answer of W. H.
Kelly to a bill filed in this
Hon. Court against him and
others by Alpha Parrott.

The defendant, says the plffs
bill is not good and sufficient
in law and of this he prays
judgment &c.

But if any other or
further answer be deemed nec-
essary answering he says, one
M. D. Richmond has now pend-
ing against this respondent
and his Co-defendants herein
a suit in this Hon. Court in
which he seeks to subject these
very lands and premises to
a judgment lien, asserted by
him, and in which said
Cause his Co-defendant and
the said Richmond are litigating
about these very lands - and
all concede the plffs right and
are willing for her to be
paid and this Co-defendant
therein offers to pay the same

And so there was no use to ~~pay~~
bring or reason to prosecute the
cause. And respondent is ad-
vised that the plff had no legal
right to subject him to the
payment of double costs - and
he pray that a Court of Chancery
will protect him against such
injustice and oppression.

Respondent claims that the plff-
exhibit filed with her bill cor-
rectly sets out all the credits to
which he is entitled. It properly
states the credits, so far as it
goes, but in addition to those
set out your respondent has
two receipts, which should
have been credited on said
debts. The first is not Btth executed by
the late D. C. Parrott the late hus-
band of the plff to whom most
of the other payments were made
one of said receipts bears date
Dec. 20th 1880 and is for the sum of
\$55⁰⁰ The other is for the sum of
\$30⁰⁰ and is an order given by said
D. C. Parrott to James Pennington
and paid and lifted by this re-

He also paid the plaintiff \$24 Nov. 5 1882, & has except for same.
Respondent, when their credits are
given respondent concedes that the
residue of her claim should be
paid but this same his co re-
spondent J. H. Kelly has at all
times been willing to pay & would
have done through his friendly
without suit but the plaintiff has
refused to credit the same and
their allowance is the only
matter of difference between them
These payments he asks shall
be allowed him and when
done - He will see that the
residue is paid. And having
now fully answered he prays
to be discharged with his costs

A. L. Freeman

Sworn to before me by
V. H. Kelly in due form
Sept. 3 1889. J. A. G. Hyatt
p. d.

The within answer is excepted to because
The two receipts and orders referred to herein
in said answer are not filed with the
answer. although credit is sought for said
sums. And because it is not shown who
~~shall~~ accounted said receipts.

Said answer is further excepted to be-
cause it fails ~~to~~ to answer the allega-
tion or interrogatory propounded on page
6 and lines 21. 22 23 24 25 26 27
28 29

Dec 24th 1889 Dunsen & Swell for
Plff

V. H. Kelly

ackd Answer.

Ⓚ

Alpha Parrott

Filed in open
Court by leave
thereof Sept. 3rd 1889
J. H. S. Hyatt

Alpha Parrott

Petty

vs.

3 In chey

V H Kelly & al.

Dfts

This cause came on again
This day to be heard on the papers
formerly read and the report of
John R Gibson Commissioner filed
on the 20th day of March 1890 and on
exceptions thereto, and was argued by
Counsel. On consideration whereof
said exceptions are overruled and
said report is confirmed. except that
the Court is of opinion that said Kelly
should have a credit for the sum
of \$30.⁰⁰ the amount of an order given
to James Pennington and dated June
9th 1881. It is therefore adjudged
ordered and decreed that Alpha
Parrott recover of the defendant V H
Kelly the sum of two hundred & twenty
two $\frac{76}{100}$ dollars. with interest thereon
from the 1st day of April 1890 till paid
and the costs of this suit to be taxed by
the Court. subject to a credit of
\$45.⁸⁰ as of said first day of April 1890
said sum being ^{labor untrouped} that sum of \$30.⁰⁰ with
interest calculated down to the first
day of April 1890. for which execution
may issue [#] and the cause is stricken from
the docket.

But before said execution shall be issued on the
money be paid to said Alpha Parrott she shall
at once show did as will convey all her right
title and interest in the land in the proceedings
to the party entitled thereto.

Alpha Parrott

76 3 Decem

V. H. Kelly et al

Bald Eagle Cove

Co Rock #3

Al. Hyatt
cc

222.76

45.60

187.16

36.63

223.79

Enter
172.10m

Dec 8 27 89 J

Alpha Barnett . Plff
vs 3. Luchey
V.H. Kelly et al. Dfts.

This cause came on this day to be heard upon the bill of the plaintiff and exhibit filed therein, the demurrer and answer of V.H. Kelly and exceptions ~~there to~~ ^{to said answer} and was argued by counsel. On consideration whereof the said demurrer is overruled and also the exceptions to said answer are overruled, and the Court being of opinion that an account is necessary, it is therefore adjudged ordered and decreed that John R. Gibson who is appointed a Special Commissioner for the purpose do take and state an account of the payments made by said V.H. Kelly on the notes executed by him to Alpha Barnett and ascertain the amount still due thereon, he will report his actions to the next term of this Court and the Cause is continued.

Alpha Pomatt
to { Deere

VH. Kelly et al.

Entered Chy & B.
page 239-40
Dec. 4th 1889
O. A. Lyette

Enter this decree
Dec. 4th 1889.

W. S. K. M.

222 76
45 80
186 96
36 63
223 59

Virginia Lee County to wit.

I, C. T. Duncan do solemnly
swear that James H. Kelly defendant
in the Chancery Cause of Alpha
Parrott vs V. H. Kelly et al is a
non-resident of the State of Virginia
So help me God.
June 22nd 1889.

C. T. Duncan.

Sworn to before me June 22nd 1889,
J. A. Hyatt

Alpha Parrott
vs Affidavit

V. H. Kelly et al

Filed June 22nd 1889

J. A. Hyatt ce

Jonesville Va²⁰ Mch 17 1890

Alpha Parrott

Plff;

vs

In chancery.

V. H. Kelly, et al

Def.

The depositions of Henry J. Morgan.

taken pursuant to notice herewith filed at the county court clerk's office in Jonesville Va. on the 17th day of March 1890 at the time of taking an account in the above styled cause, which when taken are intended to be read as evidence on behalf of the Plaintiff in this cause.

The said Henry J. Morgan being duly sworn deposes and says.

As well as I now remember, some time in the fall of 1883. I made a calculation of a balance due on a note ~~or~~ notes executed by V. H. Kelly to Alpha Pennington (now Alpha Parrott) and by that calculation I ascertained that on the 4th day of September 1883. there was a balance due on said note or notes of \$704.37. This calculation was made with a view of turning the note or notes over to Mrs. Parrott as payment a payment on a certain sum.

which her husband had agreed
to pay her as a compromise of
a difficulty which existed between
them at the time. In the calcula-
tion thus made by me, I gave said
said note or notes six items of credit,
and my recollection now is that
there ^{was} but one or two of said credits
entered on said note or notes ~~as~~
~~credits~~, and the other four or five
credits were entered by me by
the direction of D. B. Parrott;
My best impression now is that
D. B. Parrott told me at the time
of giving me this list of credits
that he was not certain that
~~the notes he gave me were the correct dates of payment.~~
~~he was not certain that he was~~
~~not certain that the dates he gave me, were the correct~~
~~putting them down at the times~~
they were actually made, but
that he came as near doing so
as his memory would enable him
to do, but he thought the sums
he had given me were correct
or as near as he could get
them. On the calculation filed in the cause
as an exhibit there are two other credits therein
given but these have been entered since I made
the said calculation.

The credits which were embraced in the calculation referred to by me, were as follows. 1st \$235.33 Jan 14 1881.
2^d \$55.00 Decr 20 1881; 3^d \$95. Feb 1 1882, 4th \$81.85 Feb 1 1882,
5th \$25.00 Sept 15 1882, and 6th \$24.00 paid Nov 4 1882.

It has been some time since this calculation was made by me. And hence I can only give my best recollection of what then transpired, and this I have done in the foregoing statement.

I do not now remember whether or not I entered all the credits on said note which I included in my calculation, but I had the note before me at the time, and I turned it over to Mrs Perrott's attorney and took their receipt for the same along with \$300- in cash.

I think I entered the several credits in my calculation according to the dates which D.B. Perrott had given me, for I knew nothing of the matter myself and as I have already indicated, I am inclined to think that the only credit entered on said note, was the one of \$235.33, but as to this I may be mistaken.

And further this witness saith not

Henry J. Morgan

The foregoing deposition was taken before me at the time, place and for the purposes mentioned in the caption. Sworn to & subscribed by H. J. Morgan before me in due form. Given under my hands this March 17th 1890.

John R. Gibson Commr.

This report is excepted to because
the Commissioner should have had
some proof of the loss of the notes
which shows the credits and is the highest
and best evidence

Because he had no right to assume
the credits given were the same
as the receipt referred to in the answer
and change the dates of the credits
to suit the receipt. April 1890

A. L. Pilemore
p.d.

Alpha Parrott

104 D. 192.

V. H. Kelley

"A"

Alpha Parrott

Plff.

vs

V. H. Kelly

Deft.

In Chancery.

To the Hon. H. S. K. Morrison Judge
of the circuit court for Lee Co. Va.

Your undersigned commissioner
having been appointed by a decree
entered in the above styled cause
Dec 4th 1889. and therein directed to take
and state an account of the payments
made by the Deft. on the notes executed
by him to the Plff. and ascertain the amount
still due thereon.

In obedience to the requirements
of said Decree. I notified the par-
ties that I would proceed on the 17th
day of March 1890. at my office in the
town of Jonesville to perform the
duties required of me in said decree
at which time and place the Plff. & Deft.
each appeared, and the Deft. V. H. Kelly
informed your court. that he had
no evidence to offer outside of some
receipts that were in the possession
of A. L. Pridemore his attorney, which
receipts he claimed as proper credits
on the Plffs. said notes, but that he
could not produce said receipts at
this time on the account of the absence

of A. L. Bridgmore but would do so at the proper time.

The Plff. took the deposition of H. J. Morgan which deposition is herewith filed marked "A".

From all the facts brought before me I made a calculation of the credits which I think the deft is entitled to on said notes, except one \$30.00 item mentioned in his answer to Plff's bill, which item of \$30.00 together with interest from date of payment the Deft will be entitled to credit when he produces proper recd for same as claimed in his said answer.

On my statement I allow the Deft. credit for the other two items mentioned in his answer, one for \$55.00 paid Dec 20th 1880, and the other for \$24.00 paid Nov 5th 1882, but exclude the like sum of \$55.00 as heretofore included by H. J. Morgan in his calculation as having been paid Dec 20th 1881, also \$24.00 item included in Morgan's calculation as having been paid Nov. 4th 1882. The only difference in my calculation & Morgan's is

these two items of credit being the difference in dates of payment.

I herewith file statement of my calculation marked "G" showing a balance due on said notes of \$222.76 as of April 1st 1890.

As before stated the defendant will be entitled when proper receipt ^{or evidence} is produced, to a further credit of \$30. with int from date of payment.

All of which is respectfully Submitted.

John R. Gibson
Special Commissioner.

Alpha Parrott
20 } Cour's Refut.

V. H. Kelley.

Filed March 20th 1890.
J. A. Hyatt &

Cour's fee \$5.00

See St. J. Messenger's report for exceptions
to this report - enclosed here by mail
Apr. 1st 1890
St. J. Messenger

V. H. Kelly

To Alpha Parrott

dr

To two notes for \$500. each dated May 17th 1879 and due respectively Nov. 15th 1880 & Nov. 15th 1881. with interest from date

\$1,000.00

or as of May 17th 1879. shortage of lands as shown by decree of Aug. 10th 1887.

1000 00
\$890 00

To this sum Int. on \$890.00 To Jan 24th 1881.

910 7
\$981 0 7

1880 Dec-20 By cash

55 00

1881 Jan 24 By cash.

235 35 \$290 35

To this sum Int. on \$690.72 To Feb. 1st 1882.

\$690 72
42 25

By horse Feb 1st 1882.

75 00

" Note on Parsons

81 85 176 85

To this sum Int. on \$556.12 To Sept. 15th 1882

\$556 12
20 76

By cash paid C. J. Duncan Sept. 1882

\$576 88
25 00

To this sum Int. on \$551.88 To Nov 5th 1882

\$551 88
35 5

By this sum paid Alpha Parrott.

\$585 43
24 50

To this sum Int. on \$531.43 to Dec 25th 1882

\$531 43
163 41

By this sum net proceeds of sale of land Dec 25th 82

\$694 84
498 85

To this sum Int. on \$175.99 to April 15th 1883

175 99
26 77

\$222 76

Alpha Parrott
20 } Statement
V. H. Kelley

"G"

This deed made this 20th day of Decr. 1887, between
Alpha Parrott widow of D. C. Parrott deed and only heir at
law of the late John T. Pennington of the first part, and
Henry J. Morgan trustee of the second part both of the county
of Lee State of Virginia. Witnesseth that whereas said Pen-
nington by deed dated the 13th day of March 1860, conveyed
to the said John T. Pennington five certain tracts or parcels
of land adjoining each other and supposed to contain in
the aggregate about 214 acres lying and being in said
county of Lee and on the north fork of Powell's river and is
the same farm on which O. H. Kelly now lives, and whereas
the widow of said John T. Pennington (was the wife of W. N. Morris)
has heretofore had her dower assigned in said lands and
has sold and conveyed the same, and Eliza Kelly wife of
the said O. H. Kelly is now the owner of said dower right.
Whereas said O. H. Kelly has heretofore conveyed to said Henry
J. Morgan as trustee such equitable title as was vested in him
to all of said lands not covered by said dower, in order to secure
the payment of certain debts in said trust deed mentioned
including one due the said Alpha Parrott for the unpaid
balance of the purchase money on said land, and the legal^{title}
to said lands, being yet in the said Alpha Parrott, and she
being willing to vest the legal title ~~that is~~ in said Morgan in
all the land not covered by said dower in said Morgan, so as
to enable him to make a perfect title thereto. Now in order
to attain this end, the said Alpha Parrott doth by these presents
give grant bargain sell deliver and convey unto said Henry
J. Morgan all of said five several tracts of land lying
out side of said dower (but the land covered thereby she expressly reserves

reserves to herself) To have and to hold all of said lands lying out
and of said dower with all the appurtenances unto the said
Henry J. Morgan and his heirs forever And the said Alpha Parrett
herely covenants that she will warrant generally the title to the
land conveyed, But this conveyance is not to be delivered as
an executed contract complete until the said Alpha Parrett
shall receive the balance of the purchase money due in thereon
Witness the following signature & seal

Alpha Parrett (seal)

Virginia Lee County Court

I John R. Gibson Clerk of the County Court of Lee County in
the State of Virginia do certify that Alpha Parrett whose name
is signed to the foregoing writing bearing date Dec 20th
1887 personally appeared before me in the County aforesaid and
acknowledged said writing to be her act and deed and the
same is therefore admitted to record

Given under my hand this 20 day of Dec 1887
John R. Gibson Clerk

Henry J. Morgan

From 3 Deed

Alpha Parrott.

Recorded in Deed Book

No 28 P 174.

John R. Gibson, Clerk

Examined March 29,
1888,

T. S. S.
61, 28.

Filed Mar 37-1888

Jan 24 1887

Mr Votz belly please pay
James Pennington thirty dollars
& I will credit your note with
the same

D. C. Parroff

James H. Garrison & James McFiz
or Dollars for W. H. Kelly
debt this November 5, 1882

Alfred Powell

24

Dec 20 1880
cont day

Received of
W. H. Hill \$50.00
fifty five dollars that
I promise ~~to pay~~ to
credit on a note
executed to him to
Alpha Pennington
D. C. Pennington

Received of James R Parsons &
James McGinn Twenty four
dollars ~~which~~ for V H Kelly
which shall be credited on
V H Kellys debt This Two
The 5th 1882

(Copy)

~~500~~

150

15

165

If not delivered within 10 days, to be returned to

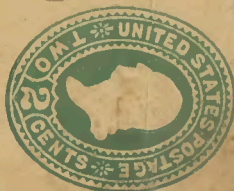
Alpha Parrot

vs 3 Receipts
of Kelly

V. D. Kelly

Filed July 28th 1870

J. H. Wyatt
C





Alpha Porroth
ns

W. Kelly et al

"Calculation"

COURTS:
Lee, Scott and Wise.

C. T. DUNCAN,
ATTORNEY AT LAW,

Land Law, and
Land Titles a Specialty.

Jonesville, Va., June 18 1889

Alpha Parrott
70'

J. H. Kelly et al.

The object of this suit is to enforce
a vendors lien in favor of the complainant and due
from the defendant J. H. Kelly and if necessary &
subject to sale the tract of land, ^{in the bill & proceedings mentioned} sold by the Deft
J. H. Kelly to the Deft James S. Kelly,
and it appearing from an affidavit filed
in the cause that the Deft J. S. Kelly is
a non resident of the State of Va. &c

Alpha Parrott
vs 3 object of
3 Suit
V. H. Kelly et al

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

V. H. Kelly
James H. Kelly and
Wm. N. G. Barrow Jr

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *July* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *them* by *Alpha Parrott*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *22nd* day of *June* 18*89*, in the 11³ year of the Commonwealth.

A Copy Teste

J. A. G. Hyatt Clerk.

(278)

Alpha Parrott

vs ³/₃ Spain Chay

V. H. Kelly et al

Lo 2^d July Rules 1889

Executed by deliver-
ing V. H. Kelly an
office copy of this
Spd and by deliver-
ing a like copy thereof,
to the wife of W. V. G.
Barrow, and by reading
& explaining the same
to her, she being over
16 years old & he not
being at his usual
place of abode.

June 26 1889.

R. D. Flannery S. G.

VIRGINIA: In the clerk's office of the
Circuit Court, for Lee County, during va-
cation June 22, 1889.

Alpha Barcott, Plff. }
V. H. Kelley, *et al* Defs. } In Ch'y.

The object of this suit, is to enforce a
vendors' lien in favor of the Complainant
and due from the defendant, V. H. Kel-
ley, and if necessary to subject to sale for
the payment thereof the tract of land in
the Bill and proceedings mentioned, sold
by the Dft., V. H. Kelley, to the Dft.,
James H. Kelley.

And it appearing from an affidavit
filed in this cause that the defendant,
James H. Kelley is a non-resident of this
State, it is therefore ordered that he ap-
pear here within 15 days after due pub-
lication of this order and do what may be
necessary to protect his interest in this
suit.

A Copy—Teste:

J. A. G. HYATT, C. C.

DUNCAN & SEWELL, P. Q.

51 4w

I, Geo. W. Blankenship, pub. & manager Lee
Co. Republican, a newspaper published in the
town of Jonesville, & county of Lee, do certify
that the foregoing Order of Publication was
duly published in the above named paper
for four successive weeks ending August 1st.
1889.

Geo. W. Blankenship, Pub. & Mana.
Lee Co. Republican.

Alpha Parrott

no 3 Pub. Certificate

V. H. Kelly et al

Filed Aug. 16 1889
J. A. S. Hyatt cc

Pub fee 57¢